work a forfeiture of a right of action, but the decision is based rather on the unreasonableness of the delay than on the failure to comply strictly with the requirements of the policy. *Blossom v. Ins. Co.*, 64 N. Y. 162; *Quinlan v. Ins. Co.*, 133 N. Y. 356. Moreover, "in the construction of contracts of insurance that interpretation is to be adopted which is most favorable to the insured." *Ethington v. Ins. Co.*, 55 Mo. App. 129; *Merrick v. Germania Ins. Co.*, 54 Pa. 277. Forfeitures are not favored in law and courts will not construe contracts so as to effect a forfeiture if they can reasonably do otherwise. *Phoenix Ins. Co. v. Tomlinson*, 125 Ind. 84.

MANDAMUS—TELEPHONES—COMPELLING INSTALLATION—BAWDY HOUSE.—GODWIN V. CAROLINA TELEPHONE AND TELEGRAPH CO., 48 S. E. 636 (N. C.).—*Held*, that one who was avowedly a keeper of a bawdy house could not by *mandamus* compel the installation of a telephone therein.

A corporation, public in character, and holding a virtual monopoly, is bound to serve impartially and without unjust discrimination all who apply for its service. This rule is applied to telephone companies. *Missouri v. Tel. Co.*, 23 Fed. 539; *Tel. Co. v. Tel. Co.*, 4 Daly (N. Y.) 527; *Tel. Co. v. Com.*, 114 Pa. St. 592. *Mandamus* is the proper remedy for failure, *Mahan v. Tel. Co.*, 93 N. W. 629; *State v. Tel. Co.*, 93 Mo. App. 349, although superseded by statute in New York. *Peo. v. Tel. Co.*, 41 N. Y. App. Div. 17. But *mandamus* will not lie where the ultimate object is unlawful or against public policy, or to compel unauthorized or illegal acts. *Supervisors v. U. S.*, 18 Wall. 71; *Chicot Co. v. Kruse*, 47 Ark. 80; *Ex parte Clapper*, 3 Hill (N. Y.) 458. In view of this latter principle, the correctness of the decision in the principal case is indisputable.

MASTER AND SERVANT—ASSUMPTION OF RISK—MASTER'S COMMAND.—HENRIETTA COAL CO. V. CAMPBELL, 71 N. E. 863 (ILL.)—*Held*, that a servant does not assume the risk involved in carrying out a direct command of the master, provided he exercises a reasonable degree of care.

The question here considered is one which has received much attention from the courts and the decisions have differed so widely that it is very difficult to lay down any satisfactory rule of law regarding it. The present case states the liability of the master more broadly than has been done in many jurisdictions. The decision, however, is not only in harmony with the previous Illinois cases cited therein but is also the rule in Missouri. *Stephens v. Hannibal & St. J. R. Co.*, 96 Mo. 206. In many cases, on the other hand, it is held that if the master had no knowledge of the danger involved in obedience to his directions he is not liable. *O'Neil v. O'Leary*, 164 Mass. 287; *The Pilot*, 82 Fed. 111. Nor is his liability increased by the fact that his command was accompanied, (as in the present case), by abusive and profane language. *Williams v. Churchill*, 137 Mass. 243; *Coyne v. U. P. R. Co.*, 133 U. S. 370. When a servant cannot perceive, by the exercise of ordinary care, any danger in obeying the master's orders, he does not assume the risk. *Eicholz v. Niagara Falls H. P. & M. Co.*, 174 N. Y. 519. He may recover even if it were apparent that some danger existed. *Allen v. Gilman Co.*, 127 Fed. 609. But if the act is one which an ordinary prudent man would not undertake he cannot recover. *Illinois Steel Co. v. Wierzbicky*, 206 Ill. 201. The tendency of the later decisions seems to be in favor of the rule as laid down in Illinois and Missouri and to allow a servant to recover when he was exercising ordinary care in obeying the master's direct orders and injury resulted therefrom.